

## **Handy Gardener Gloucester (handygardener.co.uk) Terms and Conditions for Use last updated on 16<sup>th</sup> November 2016**

### **1. Introduction**

**1.1** These terms & conditions set out the terms between you the user and us the website owner.

**1.2** Your use of this website and any service contained within constitutes acceptance of these terms & conditions in full.

**1.3** You should not use this website if you do not accept with these terms & conditions in full.

### **2. Customer Information**

**2.1** You should always check that the contact information you provide is correct before creating an account.

**2.2** You are responsible for maintaining your own username and password, where required to access your account. You should ensure that you store your username and password securely and that the details required to access your account are not provided to another party.

**2.3** You are responsible for your account and actions taken within it. If you are aware or suspect that your account username and password or other details have become known to a third party, you should inform us immediately.

**2.4** Our website is only intended for use by adults.

**2.5** We reserve the right to restrict or remove your access to this website where you breach these terms and conditions. Such restriction or removal will take place without recourse or explanation to you where we solely deem it appropriate or necessary.

### **3. Privacy**

We take your privacy seriously. We are registered under and comply with the Data Protection Act 1998. For further details please see our Privacy Policy.

### **4. Customer Complaints**

We endeavour to respond to all complaints or queries within five working days.

## **5. Events outside our control**

We shall not be liable for delay or failure to perform any obligation under these terms & conditions if the delay or failure is caused by any circumstances beyond our reasonable control, including, but not limited to, acts of god, war, civil disorder or industrial dispute.

## **6. Licence**

**6.1** We grant you a licence to access the content, information and services contained within our website for personal use only.

**6.2** This licence allows you to download and cache (using your browser) individual pages from our website.

**6.3** This licence does not allow you to download and modify individual pages or substantial parts of our website nor to make our website available via an intranet, where our website or a substantial part of it is hosted locally on the intranet in question.

**6.4** Our website design, layout, content or text cannot be copied, edited or otherwise manipulated without our express prior written permission.

**6.5** Our website cannot be placed within the frame-set of another site.

**6.6** Third parties are not allowed to "deep link" to pages within our website, without our express prior written permission. All links (unless expressly permitted by us) should be to the main index page of our website. Furthermore, the content of such links, whether graphic or text should not be misleading, false, derogatory or in any other way offensive.

**6.7** The restriction on "deep linking" does not apply to affiliate partners or other partners who wish to send users directly to a particular section or page.

## **7. Copyright**

**7.1** All content, databases, graphics, buttons, icons, logos, layouts and look & feel are our copyright, unless expressly acknowledged as otherwise.

**7.2** The data mining, extraction or utilisation of product information from our website is not permitted without our express prior written permission.

## **8. User Generated Content**

**8.1** Where the facility exists you may provide reviews or public feedback on the website, also known as user-generated content.

**8.2** Where the facility exists such user-generated content can be provided in different formats and mediums; text, audio, video and still photographs.

**8.3** As part of providing this content to us you agree to grant us a worldwide, irrevocable, non-exclusive and royalty-free license to use, distribute, edit, translate and repurpose such content, as we require, including sub-licensing to other parties.

**8.4** Such content shall not infringe the intellectual property rights of any other party. Furthermore the content shall not be illegal or capable of breaching the laws of any jurisdiction in which it may be displayed.

**8.5** We reserve the right to remove any content, which breaches or risks breaching these terms and conditions.

**8.6** However, we shall not assume any responsibility for auditing or monitoring any user generated content.

**8.7** Any complaints about such content by rights holders or any user or visitor to our website should be directed to us using our contact details listed at the end of these terms and conditions.

## **9. Limitations and Exclusions of Liability**

**9.1** Where content and information is provided on the website without charge we exclude all liability for such content and information.

**9.2** All business losses (including, but not limited to) loss of profits, income, revenue, damage to goodwill, loss of other commercial contracts, other commercial opportunities are all excluded.

**9.3** All indirect, consequential or special losses or damage are all excluded.

**9.4** All other losses or damages not reasonably foreseeable at the time of the contract between you and us are also excluded.

**9.5** All losses relating to the loss or corruption of data, databases, systems, software or hardware are all excluded.

**9.6** These terms and conditions do not exclude or limit liability for death or personal injury caused by you or us.

**9.7** These terms and conditions do not exclude or limit liability for fraud or fraudulent misrepresentation caused by you or us.

**9.8** These terms and conditions do not exclude or limit liability where this conflicts with the applicable law for this jurisdiction.

## **10. Indemnity**

By your use of our website you hereby indemnify us and undertake to keep us indemnified at all times now and in the future against all possible claims relating to any breach of these terms and conditions by you. Such indemnities to include, (but not be limited to) all costs legal and otherwise, all other expenses, damages or settlements arising from your breach of these terms and conditions.

## **11. Variation**

We reserve the right to vary these terms & conditions at any time, without giving notice to you. Such varied terms and conditions shall automatically apply to the use of our website from the date of publication on our website.

## **12. Assignment**

We reserve the right to assign our rights and also our obligations under these terms and conditions, without giving notice to you. This right of assignment shall only apply to us and shall not apply to you in any way.

## **13. Severability**

The foregoing paragraphs, sub-paragraphs and clauses of these terms & conditions shall be read and construed independently of each other. Should any part of this agreement or its paragraphs, sub-paragraphs or clauses be found invalid it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

## **14. Waiver**

Failure by us to enforce any accrued rights under these terms & conditions is not to be taken as or deemed to be a waiver of those rights by us unless we acknowledge the waiver in writing.

## **15. Third Parties**

These terms and conditions are between you and us. They do not apply to, or benefit any third party and are not reliant on any third party.

## **16. Entire Terms & Conditions**

These terms & conditions set out the entire agreement and understanding between you and us.

### **17. The Consumer Rights Act 2015**

These Terms & Conditions are specifically written in accordance with the Consumer Rights Act 2015. Should these Terms & Conditions conflict with the Act, the Consumer Rights Act 2015 shall prevail and apply.

### **18. Your Statutory Rights**

Where acting as a consumer your statutory rights are unaffected.

### **19. Jurisdiction**

These terms & conditions shall be interpreted, construed and enforced in accordance with English law and shall be subject to the exclusive jurisdiction of the English Courts.

Our contact details are as follows:

Handy Gardener Gloucester (Kevin Symons) 19 Finlay Road, Gloucester,  
GL4 6TW

Email: [kev@handygardener.co.uk](mailto:kev@handygardener.co.uk)

Telephone

From within the UK: 01452 238758

International: +44 1452 238758

## **Handy Gardener Gloucester (handygardener.co.uk) Website Privacy Policy**

This policy was last updated on 16<sup>th</sup> November 2016

- 1.** We comply with the principles of the Data Protection Act 1998 when dealing with all data received from visitors to the site.
  
- 2.** We only hold the data necessary to offer services provided on our website.
  
- 3.** Data is only used for the purposes described in our entry on the Data Protection Register.
  
- 4.** We only hold personal data for as long as necessary. Once data is no longer needed it is deleted from our files.
  
- 5.** For administrative reasons data may be passed to and stored securely with third party service providers located outside the EEA (European Economic Area).
  
- 6.** We regularly email website news and information updates to those customers who have specifically subscribed to our email service. All subscription emails sent by us contain clear information on how to unsubscribe from our email service.
  
- 7. We never sell, rent or exchange mailing lists.**
  
- 8.** We may however share commercial and technical data with our partners where a customer has accessed and used our website via a site belonging to one of our partners. However, such information will also be subject to our partners' privacy policies.
  
- 9.** If you subscribe to our email service via a partner site, that partner may wish to send you details via email of other products and services, which may be of interest to you. However when you subscribe directly to our email service you will be asked whether or not you wish to receive such emails.

**10.** Please note that we only share data with partners that operate their own privacy policy.

**11.** In accordance with the Privacy and Electronic Communications (EC Directive) Regulations 2003, we never send bulk unsolicited emails, (popularly known as Spam) to email addresses.

**12.** We may send emails to existing customers or prospective customers who have enquired or registered with us, regarding products or services directly provided by us.

**13.** All emails sent by us will be clearly marked as originating from us. All such emails will also include clear instructions on how unsubscribe from our email service and any future emails. Such instructions will either include a link to a page to unsubscribe or a valid email address to which you should reply, with "unsubscribe" as the email subject heading.

**14.** Our website uses "cookies" to track use and allow customers to purchase from our website. Please note that these cookies do not contain or pass any personal, confidential or financial information or any other information that could be used to identify individual visitors or customers purchasing from our website. Please note that you are free to refuse cookies. However, for purely technical reasons this may prevent you from purchasing from our website. This is because anonymous cookies are commonly used to keep track of the contents of customers' shopping baskets or trolleys during the checkout process. This facility ensures that the items added to (or removed from) your basket are accurately stated when you go to pay.

If you have any questions relating to our Privacy Policy please email us at [kev@handygardner.co.uk](mailto:kev@handygardner.co.uk)